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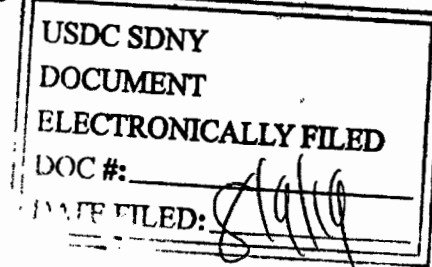
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August 6, 2019

BY HAND

Honorable Jed S. Rakoff
 United States District Judge for
 the Southern District of New York
 500 Pearl Street, Courtroom 14B
 New York, NY 10007



David Kenzo Hakuta et al. v. Lucas Wertheim et al.
(Letter Request to File Complaint Under Seal)

Dear Judge Rakoff:

I and my firm David Kenzo Hakuta and Kenzo Digital Media, LLC, the putative Plaintiffs in this nascent action. For the reasons set forth below, Plaintiffs respectfully requests that they be allowed to file their complaint and associated exhibits under seal.

Briefly stated, Plaintiffs are suing their direct competitor, Cactus Technologies LLC ("Cactus"), and Cactus' principals and sponsor, for trade dress infringement, breach of contract, and other related causes of action. Plaintiffs are one of the world's foremost producers and directors of experiential multi-media productions. One of these productions, the Social Galaxy, has been mimicked by the defendants to Plaintiffs' detriment. Plaintiffs bring the instant complaint to protect themselves, put an end to defendants' wrongful infringement, and obtain appropriate redress for their damages in an amount to be determined at trial.

Initial sealing of the complaint is required because, on July 31, 2017, Plaintiffs entered into a Confidential Mutual Release and Settlement Agreement ("Agreement"), the breach of which forms the basis for the breach of contract and tortious interference with contract causes of action in the complaint. The Agreement, however, contains a confidentiality provision that purports to prevent dissemination of the "Agreement and its contents." Agreement ¶ 9. To properly explain defendants' wrongdoing, Plaintiffs must include facts in the complaint that disclose the Agreement and its contents. Defendants could then use that disclosure to bring a counterclaim. *See, e.g., Sullivan v. Harnisch*, 2011 N.Y. Misc. LEXIS 7264 (N.Y. Sup. Ct. July 15, 2011) (bringing counterclaim for improper dissemination of confidential information when former COO brought lawsuit claiming he was terminated after uncovering certain trading

SO ORDERED

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(Part I) - 8/6/19

ZEICHNER ELLMAN & KRAUSE LLP

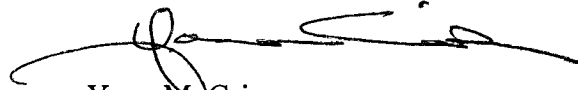
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improprieties). To avoid any such dispute or result, Plaintiffs respectfully request an Order allowing them to file their complaint under seal.

It is our hope that, after the complaint is filed under seal, we can discuss the facts in it with defendants' counsel and reach an agreement to partially or fully unseal the complaint. Further, when the complaint is filed and the case is assigned, the assigned judge will have the opportunity to examine the contents of the complaint to determine whether continued sealing is appropriate pursuant to *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119-20 (2d Cir. 2006).

The requested relief thus seeks to properly balance Plaintiffs' right to seek relief from this Court with any good faith confidentiality concerns defendants may have regarding the information contained in the complaint.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Yoav M. Griver', with a long horizontal flourish extending to the right.

Yoav M. Griver
Attorney for Plaintiffs

YMG:omc